

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this 9th day of August, 2004, by and between **THE CITY OF GREELEY**, Colorado, a home rule municipality (Greeley") and **THE TOWN OF WINDSOR**, Colorado, a home rule municipality ("Windsor") establishing the terms and conditions for land use site and building standards and utility services with a Cooperative Planning, Land Use and Utility Areas. The parties hereto, when referring to both, may also be referred to hereinafter as "municipalities" or "parties." Either party hereto may also be referred to as "municipality" or "party."

WHEREAS, Greeley and Windsor entered into an Intergovernmental Agreement in June 2001, for the purpose of preparing a development plan for US Hwy 34 between WCR 13 (county line) and SH 257, and along SH 257 between the corporate limits of each community; and

WHEREAS, the Development Plan was completed and has been accepted by the Greeley City Council and Windsor Town Board; and

WHEREAS, the implementation of the plan requires cooperation and coordination between the municipalities for the provision of various municipal services such as utilities, planning/land use, transportation, parks/recreation/open space and public safety; and

WHEREAS, the adopted Plan envisions future intergovernmental agreements which will outline the specific procedures to provide the necessary services to implement the Development Plan; and

WHEREAS, the municipalities desire an agreement for planning, land use and utility services; and

WHEREAS, the parties have come to an agreement regarding the terms and conditions for such planning, land use and utility purposes, and

WHEREAS, it is in the best interests of the citizens of Greeley and Windsor to enter into this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Establishment of Cooperative Planning, Land Use and Utility Areas There is hereby established a Cooperative Planning, Land Use and Utility Area (CPUA) consisting of a Principal employment corridor area and a secondary corridor area.

- (a) Principal Employment Corridor. Principal Employment Corridor includes all land depicted on Exhibit A, attached hereto and incorporated herein by reference, and is generally described as that area one-half mile north and

south of the US Hwy 34 between SH 257 and WCR 13 (County Line Road); and ½ mile east and west of SH 257 between WCR 62 and 1 mile south of the intersection of SH 257 and US Hwy 34. The distances are measured from the right-of-way lines of the affected roads and highways on the same side as the area stated above.

- (b) Secondary Corridor Area. There is hereby established a Secondary Corridor Area which includes all lands depicted on Exhibit A, which is attached hereto and incorporated herein by reference and is generally described as that area extended one-half mile from the primary employment corridor areas, outer boundaries north and south of US Hwy 34 and east and west along SH 257.

2. CPUA Land Uses. Within the CPUA, the parties agree that the land uses are prioritized as follows:

- (a) The Principal Employment Corridor is primarily for employment, industrial park and other uses as defined, conditioned and limited by Section A of Exhibit B, attached hereto and incorporated herein by reference.
- (b) The Secondary Corridor Area is primarily for residential, neighborhood, commercial and their related uses as defined, conditioned and limited by Section B of Exhibit B, attached hereto and incorporated herein by reference.

3. Land Use, Site and Building Standards for CPUA. Road Improvements and Maintenance Master Costs.

- a) The land, use, site and building standards for both areas of the CPUA are described on Exhibit B attached hereto and incorporated herein by reference. Access to WCR 17 shall be in accordance with locations agreed to by the parties on Exhibit E, a copy of which is attached hereto. Access to US Hwy 34 shall be as approved by the Colorado Department of Transportation.
- b) The parties agree that the parties shall equally share the costs of any and all general improvements to WCR 17 north of US Hwy 34 to WCR 60. The party intending to make general improvements on the above stated roadway shall give the other party 180 days notice prior to the commencement of construction of the general improvements to the roadway. The party receiving notice of said improvements and/or maintenance shall provide comment as to the nature and timing of general improvement along with its prospective cost to that party. The parties agree that the jurisdiction which has annexed the affected road shall perform general improvements in accordance with its ordinances, rules and regulations; and further that each party shall pay its one-half of the total cost of the general improvements within thirty (30) days after invoice of the same, subject to annual appropriation. The parties agree

that each party shall use its best efforts to budget and/or appropriate sufficient sums to defray the costs of its expense for construction of the general improvements of the road stated herein.

- c) The parties agree that the parties shall equally share the costs of any and all maintenance for WCR 17 north of US Hwy 34 to WCR 60. Windsor shall perform the annual maintenance and Greeley shall pay Windsor one-half (½) of the cost of such annual maintenance. The parties agree that they shall meet and agree as to the nature, extent and maximum cost for annual maintenance of the road on or before July 1 of each year to provide sufficient time to budget necessary funds for the succeeding calendar year.
- d) The parties agree that the intersection of WCR 17 and US Hwy 34 may require an improved road interchange in the future, and as such, the parties agree to negotiate in good faith with each other and CDOT to determine the land areas to be reserved/dedicated; the nature and type of interchange improvement; and any and all costs for construction for the same.
- e) Windsor is currently considering a proposed annexation of land in the CPUA in the general area of WCR 17 and Hwy. 34, to be known as the Southgate Annexation. This annexation, if approved, would allow the annexed property to be used in part as a mall for the sale and servicing of new and used automobiles. The parties acknowledge that this is not a use contemplated by Exhibit B for the CPUA. By the terms of this Intergovernmental Agreement, Greeley specifically agrees to this proposed use within the CPUA for this particular property and agrees not to object or otherwise oppose the Southgate Annexation to the Town of Windsor.

4. Required Notice. Required notice for development occurring within the CPUA. For both areas within the CPUA each party shall notify the other of all intended development within the CPUA areas no later than four (4) weeks prior to the initial official consideration of the land use matter by the municipality reviewing the intended development. All notifications shall be provided to the other party in writing and shall include a brief written description of the development proposal and accompanying vicinity, any development maps and graphics for review and comment by the receiving party. The receiving party shall review the documentation provided and shall respond in writing to the other party with its comments regarding the proposed development. Each party agrees that it shall use its best efforts to make and receive comments through timely communications. The parties expressly agree that all such information, documentation and communication is a courtesy exchange of information and any negligent oversight of any referral or project for comment shall not require the delay of hearings or decisions on any land use or related case by the approval authority of either Greeley or Windsor. However, when making a land use decision, the approval authority of the affected municipality hereby agrees that it may not approve any land use in contravention to those uses stated in Exhibit B, without the prior written consent of the other party. Each party shall

provide the other party, in writing, a single point of contact for the transmission of all communications and documentations contemplated and described in this paragraph.

5. Annexation

- (a) Greeley shall have exclusive authority to exercise its annexation powers and, subject to paragraphs 4 and 5, to provide all urban services within the CPUA for those areas identified on Exhibit C.
- (b) Windsor shall have exclusive authority to exercise its annexation powers and subject to paragraphs 4 and 5 to provide all urban services within the CPUA for those areas identified on Exhibit C.
- (c) Both parties specifically agree that upon the receipt or preparation by either party of any documents proposing annexation within the CPUA, copies of all such documents shall be submitted to the other party for review and comment at least thirty (30) days prior to initial action thereon.
- (d) The parties specifically agree that in the event either of them has extended and/or agreed to any financial or other incentives in connection with a proposed annexation within the CPUA, that the contents and specifics of such financial or other incentives shall be submitted to the other party.
- (e) The parties specifically agree that Greeley retains and Windsor shall honor any and all contracts right of "first refusal" of purchase of water on any properties within the Principal for the Secondary Areas subject to a GLIC Shareholders Agreement, regardless of whether or not those properties are annexed by Windsor. A map generally depicting the land area subject to the GLIC Shareholders Agreements are attached hereto and incorporated herein as Exhibit D.
- (f) Any property annexed by Windsor which ultimately is developed for commercial purposes and which commercial business is partially or wholly located upon a property currently or formerly subject to a GLIC Shareholders Agreement shall be subject to sales and food tax revenue sharing between Greeley and Windsor. Windsor shall remit to Greeley, on a monthly basis, 40% of the gross sales and food tax revenue received by Windsor from all sources upon property stated in this subparagraph (f). The parties specifically agree that this revenue sharing agreement is authorized pursuant to Colo. Rev. Stat. §29-20-105(2)(b) and is perpetual in nature and survives any termination of this Agreement. A map generally depicting the land area subject to the GLIC Shareholders Agreements are attached hereto and incorporated herein as Exhibit D.

6. Water Service within the CPUTA

- (a) Water service for Windsor properties within the CPUTA shall be provided by Windsor in accordance with the existing Windsor-Greeley Intergovernmental Agreement for Treated Water Service (dated January 4, 1996), as amended from time to time by the parties.
- (b) To provide all potable water service to the CPUTA, a sufficiently-sized transmission line carrying Zone 4 pressure will be required upstream of a Windsor master meter from Greeley's Zone 4 pump station to the west along US Hwy 34. The cost of the transmission main upstream of the Windsor master meter shall be borne by the municipality or private entity requiring the service in accordance with the annexing municipality's determination.

It is anticipated that the annexing municipality will require one or more developers to construct the transmission main upstream of the Windsor master meter. Such municipality may thereafter choose to afford such developer or developers an opportunity to enter into a reimbursement agreement providing for reimbursement when subsequent properties develop and benefit from the main. It is also likely that certain of such properties will not be located in the municipality that caused the main to be constructed in the first instance. Both parties agree that if reimbursement is requested and approved by the municipality constructing the main, the other municipality will enforce the terms of any such reimbursement agreement for properties developing in that municipality and benefitting from the main.

7. Sewer Service within the CPUTA

- (a) General. Pursuant to the terms of this intergovernmental agreement, Greeley agrees to deliver sewage originating within the CPUTA to the Windsor sewer system for treatment and Windsor agrees to provide treatment for such sewage. Greeley shall maintain, repair, replace, and rehabilitate the wastewater collection lines which are within its city limits. For purposes of Colorado water law, Windsor agrees that Greeley shall maintain dominion and control of water in sewage, originating within Greeley's city limits, and delivered by Greeley to the Windsor system for treatment such that Greeley may fully consume (by any means, such as its own municipal use, reuse, successive use, exchange, substitute supply, or by sale or lease to other entities) any reuseable effluent resulting from such treatment. Greeley agrees that a portion of water in sewage delivered to the Windsor system for treatment pursuant to the terms of this Agreement may be consumed prior to discharge due to treatment or evaporation and that Windsor does not guarantee that any specific percentage of the water in sewage delivered by

Greeley will be discharged after treatment of Greeley's water rights throughout Windsor's system. The amount of reuseable effluent resulting from treatment shall be calculated in accordance with applicable decrees.

- (b) Points of Delivery. Sewage transmitted through Greeley's system delivered by Greeley to the Windsor system shall be delivered by Greeley to a terminal manhole(s) at or close to Greeley's city limits. The point(s) of delivery shall be mutually established and agreed upon in writing by both municipalities. Sewage metering station(s) will be established in the terminal manhole to assist in tracking the amount of sewage delivered to Windsor.
- (c) Payment of Plant Investment Fee and Measurement of Discharge. Greeley agrees to pay Windsor a plant investment fee (PIF) reflecting Greeley's acquisition of capacity in Windsor's wastewater treatment facility. The PIF for additional capacity shall be annually established, based on the then current PIF in effect for Windsor residents. The plant investment fee shall not include any surcharge or additional payment for any lift stations required for Greeley to deliver sewage to Windsor because Greeley is responsible for such costs.

As an example of the initial PIF calculation, currently the Windsor PIF is \$2,600 per residential tap and the average residential winter water use, which is equivalent to sewer use, is 204 gallons per day per tap. Consequently, the current residential PIF is \$12.75 per gallon per day.

Plant investment fees due from Greeley to Windsor shall be purchased in blocks of 100,000 gallons per day capacity, or other quantities as mutually agreed. Windsor shall regularly monitor the amount of wastewater received from Greeley at the points of delivery. Whenever the 30-day average flow from Greeley exceeds the capacity previously purchased by Greeley, or whenever the daily peak exceeds twice the capacity previously purchased by Greeley, Greeley shall purchase additional capacity within 90 days at the then current PIF.

- (d) Treatment Capacity. At such time as the existing Windsor wastewater treatment plant is using eighty percent (80%) of its capacity, or Windsor determines that the existing plant will soon be at or over eighty percent (80%) of its capacity, Windsor shall define the plant capacity that can be issued before the existing plant is using ninety percent (90%) of its capacity. The additional capacity shall be allocated seventy percent (70%) to Windsor and thirty percent (30%) to Greeley, unless the municipalities agree otherwise in writing. When the existing plant is using ninety percent (90%) of its capacity, or at any time that the Colorado Department of Public Health and Environment or other agency responsible for the discharge permit for the

existing plant directs Windsor that additional sewer taps shall not be issued, Greeley agrees not to issue additional taps. Both municipalities agree to cooperate to anticipate the need to treat sewage produced within the CPUA and to plan for any expansion of the Windsor system to accommodate growth of demand within the CPUA. Windsor agrees to expand the Windsor system as necessary to accommodate growth of demand within the CPUA. Windsor shall make reasonable efforts to provide treatment capacity for Greeley's sewage, including expanding the existing plant when at ninety percent (90%) capacity and/or building a plant capable of meeting future discharge limits. Should Windsor fail to begin construction of such capacity when at ninety percent (90%) capacity, Greeley shall have the right to make alternative arrangements for any and all sewage treatment contemplated under this Agreement. Such option shall be in addition to any other remedy available under this Agreement.

- (e) Monthly User Fees. Charges for sewage treatment shall be paid by Greeley to Windsor. The rates for sewage treatment shall be consistent with rates charged to Windsor resident customers and calculated per hundred (100) cubic feet of wastewater discharge as measured at the flowmeter(s). The service rates shall be reviewed by Windsor annually and shall reflect Windsor's actual costs of Greeley's wastewater treatment and conveyance. Greeley shall use its best efforts to enforce its environmental standards, restrictions and limitations on all waste water discharge treated by Windsor.
- (d) Treatment of Other Sewage. Greeley and Windsor agree that it may be feasible and cost-effective for Windsor to treat sewage originating within portions of the City of Greeley that are outside the CPUA; however, nothing in this agreement shall commit Windsor to treat such sewage and Greeley agrees that it will not deliver any sewage originating outside the CPUA to the Windsor system for treatment without the express written consent of Windsor that it will accept and treat such sewage.
- (e) Billings. Windsor will submit one invoice to Greeley monthly. Invoices shall be paid within thirty (30) days of receipt, after which time interest penalties shall begin to accrue at the rate of one percent per month, or fraction thereof, during the period in which the invoice remains unpaid.
- (f) Industrial Pretreatment. Greeley shall cooperate with Windsor to enforce Windsor's EPA-approved industrial pretreatment program to protect the Windsor's system from undesirable sewage discharge.
- (g) It is understood and agreed that Windsor shall be solely responsible for obtaining and complying with any discharge or other permit required for the operation of its sewage treatment plant, or any modifications thereto.

8. Release, Hold Harmless, Indemnification. Both Windsor and Greeley are public entities, as that term is defined pursuant to the Colorado Governmental Immunity Act, Colo. Rev. Stat. § 24-10-101, et seq. The parties to this Agreement have the benefits and responsibilities enumerated in the Colorado Governmental Immunity Act. Each party shall defend any and all claims for injuries or damages pursuant to and in accordance with the requirements and limitations of the Colorado Governmental Immunity Act occurring as a result of negligent or intentional acts or omissions of the parties, their officers, agents, employees and assignees. In addition, Greeley shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of Greeley, its officers, employees, agents, and assignees performing functions or activities upon the property of Windsor. Greeley shall provide adequate workmen's compensation insurance for all of its employees, agents and assigns engaged in activities and functions upon the property of Windsor or Greeley. Windsor shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of Windsor, its officers, employees, agents, and assignees performing functions or activities upon the property of Greeley. Windsor shall provide adequate workmen's compensation insurance for all of its officers, employees, agents and assignees engaged in activities and functions upon the property of Greeley. Each party shall furnish the other party current certificates of insurance stating that the coverages outlined above are in full force and effect.

9. No Public Utilities Commission Control. Greeley, its employees and elected or appointed officials, agree neither to assert nor support any statement, policy, petition, rule making, or legislative attempt to place the Windsor's sewage treatment services system under the authority or jurisdiction of the Colorado Public Utilities Commission by virtue of this intergovernmental agreement or otherwise.

10. No Third Party Beneficiary. It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that no person and/or entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

11. Non-Compliance. Notwithstanding any other provision in this Agreement, if either party fails to comply with the provisions of this Agreement, the other party, after providing written notification to the noncomplying party and upon the failure of the noncomplying party to achieve compliance within a reasonable time after such notice under the circumstances, or ninety (90) days, whichever is less, may refuse to provide and/or disconnect the water and sewer services stated in paragraphs 6 and 7 of this Agreement. Additionally, that party may maintain an action in a court of competent jurisdiction in Weld County for specific performance, injunctive, or other relief against the non-complying party. In the event of such litigation, the prevailing party shall be entitled to payment by the defaulting party, of its actual attorney's fees and costs incurred.

12. Additions and Modifications. The parties hereto agree that they shall cooperate with one another and Weld County in making such additions and modifications to this Intergovernmental Agreement as may be necessary to effectuate its purposes.

13. Term and Termination. This Agreement shall remain in effect for a period of twenty (20) years from its effective date. Thereafter, it shall be automatically renewed for successive five (5) year terms unless at least five (5) years prior to the scheduled expiration, either party notifies the other party of its decision that the Agreement shall not be renewed. As noted in Paragraph 5(f), the revenue sharing agreement contained therein is perpetual in nature and survives any termination of this Agreement.

14. Colorado Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in Weld County.

15. Waiver. A waiver of a breach of any of the provisions of this Agreement shall not constitute waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

16. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or after the lapse of ten business days following mailing by certified mail, postage prepaid, addressed as follows:

TO GREELEY: City of Greeley
 1000 10th Street
 Greeley, Colorado 80631
 ATTN: City Manager

TO WINDSOR: Town of Windsor
 301 Walnut Street
 Windsor, Colorado 80550
 ATTN: Town Manager

17. Effect of Invalidity. If any portion of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both parties, the parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the entirety of this Agreement. If any portion of any other paragraph of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both parties, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement, except that any corresponding right or obligation of the other party shall be deemed invalid.

18. Amendments. This Agreement may be amended in writing only by the mutual agreement of the governing bodies of the parties hereto.

19. Reliance by the Parties. Windsor and Greeley understand that each is relying upon all of the promises made by the other in this Agreement, and each agrees (i) not to assert to any court or other body the invalidity or unenforceability of any portion of this Agreement; (ii) to promptly notify the other party of any legal action which might affect this Agreement; (iii) to allow the other party to participate in such legal action as the other party deems appropriate; and (iv) to defend this Agreement in such legal action.

DONE AND DATED AS FIRST WRITTEN ABOVE.

CITY OF GREELEY

By: Thomas E. Elden
Mayor

ATTEST:

Betsy A. Spiller
City Clerk

APPROVED AS TO SUBSTANCE:

By: Leonard White
City Manager

APPROVED AS TO LEGAL FORM:

By: M. P. My
City Attorney's Office

AS TO AVAILABILITY OF FUNDS:

By: Anthony M. O.
Director of Finance

TOWN OF WINDSOR

By: Edward M. Stora
Mayor

ATTEST:

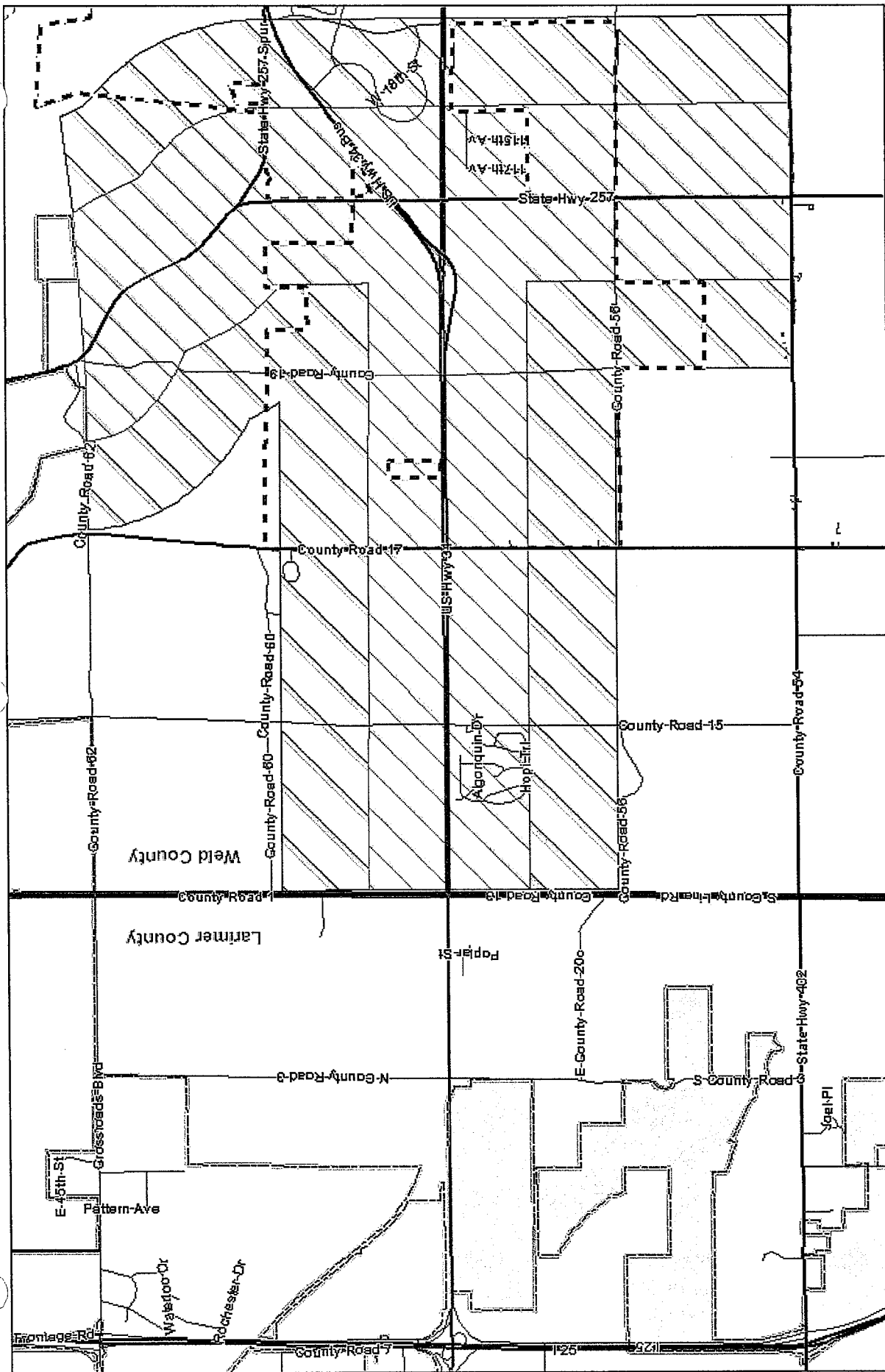
By: Cathy M. Kennedy
Town Clerk

By: [Signature]
Town Manager

By: [Signature]
Town Attorney



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Created: 12/05/03
 By: The GIS Program, 9987
 File Name: C:\DATA\GIS\Amxd
 1 inch equals 0.75 miles

Exhibit A - Cooperative Planning and Utility Areas

- | | |
|--|---|
| | City of Johnstown |
| | City of Loveland |
| | Town of Windsor |
| | City of Greeley |
| | Primary Cooperative Planning Utility Area |
| | Secondary Cooperative Planning Utility Area |
| | Main Road |
| | Local Street |
| | Major Highway |

Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited.

Notes:
 All geographic data was digitized from aerial photos taken in 1987, 1991, 1995, and 2000. Updates are conducted and data is revised as it changes over time. This product is not a survey and is not intended to be used for engineering or construction purposes. The information contained herein is for informational purposes only and should not be used for the purpose of construction documents.

Exhibit B
US HWY 34/SR257
LAND USE, SITE AND BUILDING STANDARDS

The following land use and development standards are blended elements of the City of Greeley and Town of Windsor Development Codes and provide Overlay Development Standards for a portion of that area known as the "Strategic Employment Development Corridor (SEDC)" as described in the City of Greeley 2020 Comprehensive Plan and also that area along State Route 257 one mile south of its intersection with US Hwy 34 and two (2) miles north of that point extending to Weld County Road 62 (Crossroads Boulevard), as illustrated on the attached Exhibit A and hereinafter referred to as Greeley/Windsor Employment Corridor (G/WEC).

I. LAND USE

A. PRINCIPAL EMPLOYMENT CORRIDOR

1. Physical Area Defined:

The boundary of the principal G/WEC is ½ mile north and south of the US Hwy 34 between SR 257 and WCR 13 (County Line Road); also ½ mile east and west along SR257 between WCR 62 and 1 mile south the intersection of SR257 and US Hwy 34.

2. Allowed Land Uses:

As described in the Comprehensive Planning documents for Greeley and Windsor the US Hwy 34 and SR 257 travel corridors are preferred locations for a mix of regional employment and community separator types of land uses. The primary land uses allowed in this corridor shall relate to primary employment functions, such as professional business park uses (e.g. "FIRE: Finance, Insurance, Real Estate"), light industrial and select medium industrial uses and special regional destination uses. Outside storage is not permitted in this area unless fully screened from all rights-of-way and adjacent non-industrially zoned lands, and where incidental and clearly subordinate to the primary land use. The following land uses are considered uses by right in this corridor:

- * adult schools, e.g. college or university facility, trade or business school
- * amusement park
- * arena or auditorium
- * assembly
- * beverage processing
- * dry cleaning plant
- * driving range
- * fabrication

- * farming
- * financial institution
- * food processing (fully-enclosed facilities with no adverse environmental impacts)
- * golf course
- * greenhouse or nursery
- * hospital
- * mail center
- * manufacturing (fully enclosed, light manufacturing activities)
- * medical supply
- * office
- * open space
- * publishing firms
- * quasi-public facilities (museum, fire & police, zoo, aquarium)
- * radio station
- * research/development lab
- * sports arena
- * stable
- * studios
- * television station
- * testing lab
- * theme park
- * transportation facilities (light rail stations and public transportation depots are permitted. Truck terminals and truck stops are prohibited)
- * veterinary clinics (no outside runs)
- * warehouse
- * wholesale goods

Other accessory and supportive land uses, such as restaurants, would be allowed only if incidental to the primary land use and located within an established employment, business or industrial park setting.

B. SECONDARY CORRIDOR AREA

1. Physical Area Defined:

The boundary of the secondary G/WEC area begins ½ mile back of the primary Employment Corridor boundaries north and south of the US Hwy 34 and also back ½ mile east and west along SR257.

2. Allowed Land Uses:

Allowed land uses are those permitted within the annexing jurisdiction and may include residential, retail, restaurant, neighborhood commercial and other institutional uses as may be defined by the annexing jurisdiction.

II SITE DESIGN

A. **BUILDING ORIENTATION:**

All portions of buildings facing a right-of-way shall be designed and oriented to offer a "front door" level of design to the traveling public (specific architectural treatment defined in Section III, below)

B. **BUILDING AND STRUCTURE SETBACK:**

All buildings and other structures, such as parking lots, shall be setback at least 100' from US Hwy 34 and SR 257. Setbacks from other rights-of-way shall be in accord with the jurisdiction within which the site is located.

C. **LANDSCAPING:**

Landscaping shall constitute a minimum of 25% of the site and be designed in such a way as to present a coordinated entryway treatment along US Hwy 34 and SR 257. Landscaping and buffering standards along the primary employment corridor shall be no less than that defined as a "Bufferyard B" in the City of Greeley Development Code (Copy attached hereto). Fencing used as part of a landscape treatment shall be in compliance with Greeley Development Code standards as found in Section 18.44.080 and 18.44.090 (Copy attached hereto).

D. **VEHICULAR ACCESS:**

Site access will be provided in limited locations from adjacent arterial roadways and provide inter-connectivity between internal and adjacent land uses.

E. **PARKING, LOADING, STORAGE:**

The location and design of parking, loading and storage operations shall be in accordance with City of Greeley Development Code standards found at Chapter 18.42 (Copy attached hereto).

III. BUILDING DESIGN

A. **ARCHITECTURAL REVIEW STANDARDS:**

The design of all buildings and structures in the Primary Employment Corridor shall be in compliance with the standards as described in Section 18.40.090 of the City of Greeley Development Code (Copy attached hereto)

B. **BUILDING HEIGHT:**

Structures shall not exceed 40' in height, including communication towers, light and flag poles, etc.

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C. SIGNS:

Allowed signage shall be limited to wall or monument signs, following the standards set in the Town of Windsor's Sign Code for monument signs, and the City of Greeley's Development Code for allowed wall signs and types of allowed sign types. Pole signs are prohibited.

IV DEVELOPMENT MANAGEMENT & REFERRAL SYSTEM

The Overlay Character Zone standards for the G/WEC shall be administered by the jurisdiction within which the site is located. Greeley and Windsor shall employ a Development Referral System wherein any project proposed for development is automatically referred to the other jurisdiction for review and comment in a manner as established in the attached Memorandum of Understanding. It is generally understood that where conflicting opinions are offered that the more restrictive standards or one deemed a best fit to meet the overall design intent of the corridor shall apply.

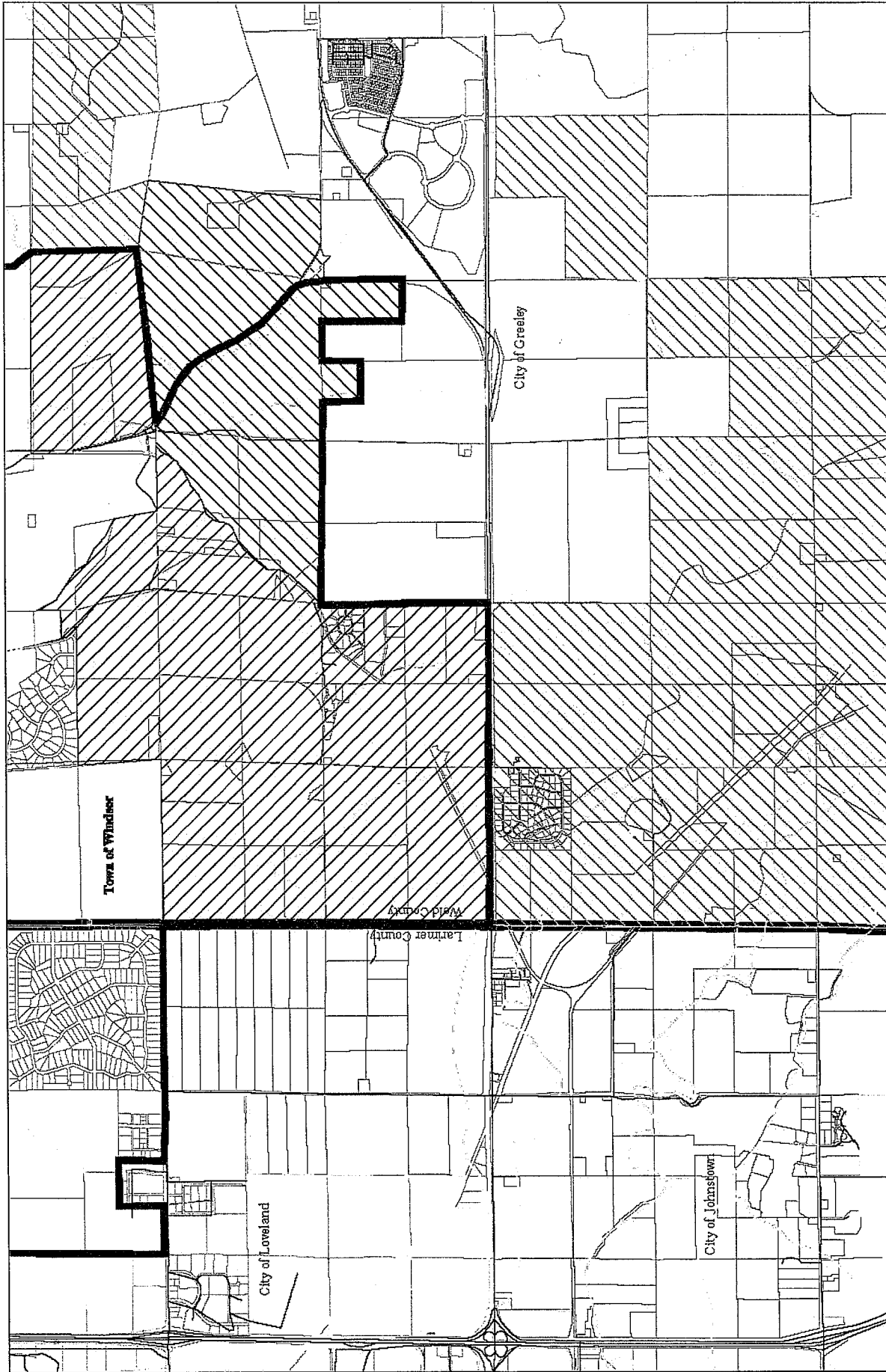





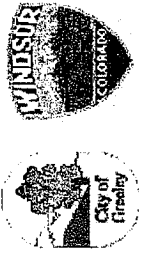


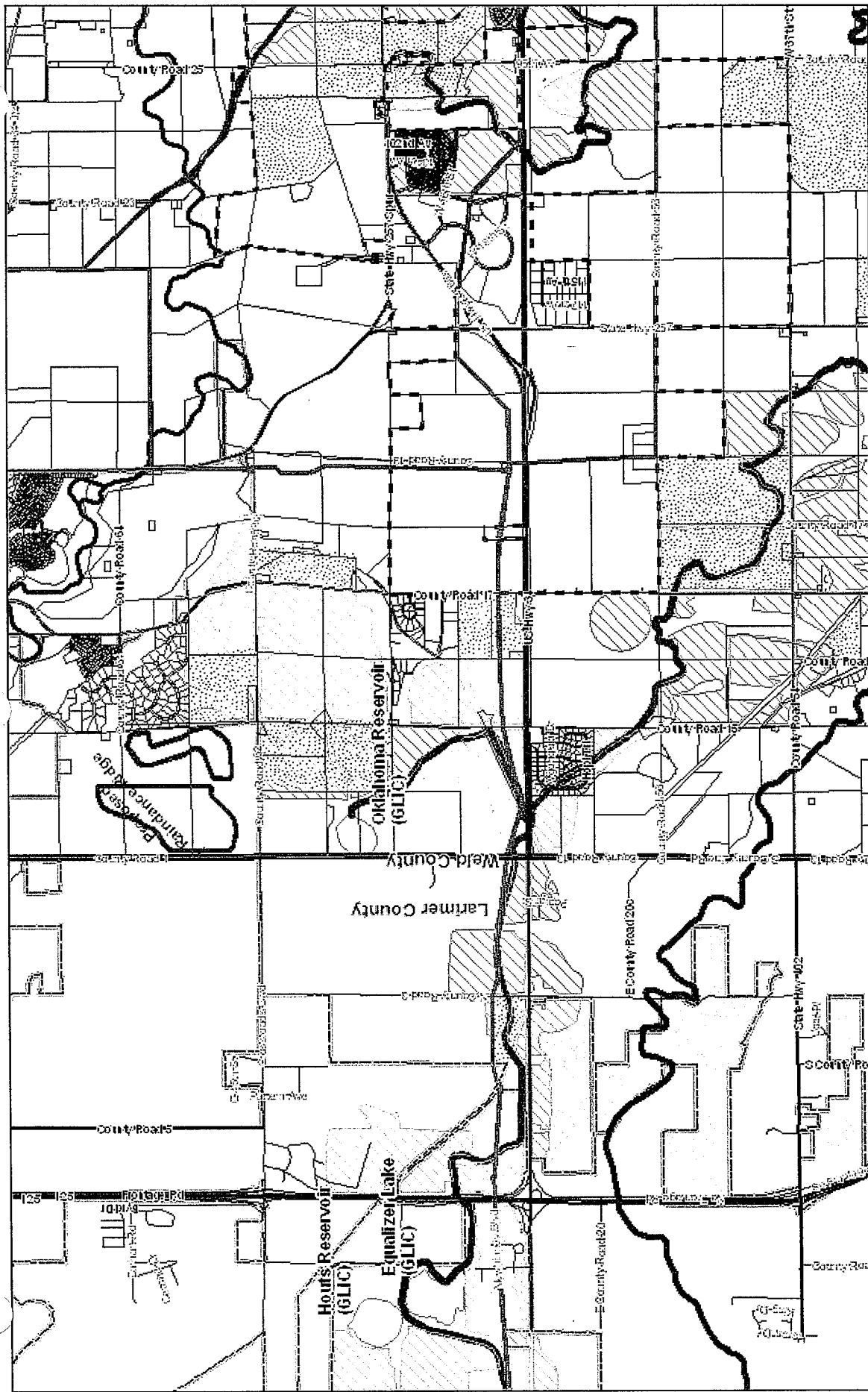
Exhibit "C" Growth Management, Annexation and Cooperative Planning Area

-  Windsor, Greeley & Johnstown Limits
-  Loveland Limits
-  County Boundary

-  Greeley Annexation Area
-  Windsor Annexation Area

-  Windsor GMA Boundary
-  Windsor-Greeley Cooperative Planning Area





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Scale: 1 inch = 1 mile

Source: City of Greeley, Colorado, and the City of Greeley, Colorado.

Notes:

- All information is based on the latest available data as of 10/1/2000. Updates are required and the information will change over time. The City of Greeley is not responsible for any errors or omissions in this document.
- The information contained on this document is not intended to be used for the preparation of construction documents.

City of Greeley

WINDSOR

City of Greeley

Exhibit D - GLIC Share Holder Farm

City of Greeley

WINDSOR

City of Greeley

Legend

- Proposed Raindance Ridge
- GLIC System
- Transmission Lines
- Historically Irrigated Lands
- Leaseback Farms - Also have Shareholder Agreements
- Greeley-Loveland Shareholder Agreements
- Lakes and Reservoirs

City of Greeley

WINDSOR

City of Greeley

